

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



SCOPE OF WORK PROVISION

FOR

TUNNEL WORKER (LABORER)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES

MEMORANDUM OF AGREEMENT

by and between

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

AND

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

Changes to the 1997-2000 Tunnel Master Agreement

R E C E I V E D
Department of Industrial Relations

DEC 04 2000

Div. of Labor Statistics & Research
Chief's Office

20-10272

SOUTHERN CALIFORNIA DISTRICT COUNCIL

OF LABORERS

AFFILIATED WITH
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

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EL MONTE, CALIFORNIA 91731
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ANGEL SAMBRANO, SR.
PRESIDENT

TONY R. HOFFMAN
SECRETARY-TREASURER

MIKE QUEVEDO, JR.
BUSINESS MANAGER

November 30, 2000

AFFILIATED LOCALS

BAKERSFIELD
LOCAL 220

BURBANK
LOCAL 345

CARSON
LOCAL 882

CENTRAL COAST
LOCAL 402

EL MONTE
LOCAL 1082

HOLLYWOOD
LOCAL 724

LONG BEACH
LOCAL 507

LOS ANGELES
LOCAL 300

POMONA
LOCAL 806

RIVERSIDE-IMPERIAL
COUNTIES
LOCAL 1184

SAN BERNARDINO-
INYO-MONO COUNTIES
LOCAL 783

SAN DIEGO
LOCAL 89

SAN PEDRO
LOCAL 802

SANTA ANA
LOCAL 652

SANTA BARBARA
LOCAL 591

VENTURA
LOCAL 585

Maria Robbins, Deputy Chief
State of California
Dept. of Industrial Relations
Div. of Labor Statistics & Research
455 Golden Gate Ave., 8th Floor
San Francisco, CA 94102

Re: Tunnel Master Agreement
11 Southern California Counties

Dear Ms. Robbins:

Enclosed are a copy of Memorandum of Agreement by and between the Southern California District Council of Laborers and the Associated General Contractors of California, and copy of our notice to contractors, which set forth the changes and economic terms for the 2000-2003 Tunnel Master Agreement.

We request that the Division of Labor Statistics and Research recognize and publish these rates.

Very truly yours,

Mike Quevedo, Jr.
MIKE QUEVEDO, JR.
Business Manager

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encs

RECEIVED
Department of Industrial Relations

DEC 04 2000

Div. of Labor Statistics & Research
Chief's Office

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RECEIVED
Department of Industrial Relations
AUG 07 1997
Chief of Labor Relations & Research
Chief's Office

TUNNEL MASTER AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA

and the

ENGINEERING CONTRACTORS' ASSOCIATION

and

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

**AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO**

This AGREEMENT entered into this 1st day of July, 1997, by and between the **Associated General Contractors of California, Inc.** and the **Engineering Contractors Association, Inc.**, hereinafter called the **ASSOCIATIONS**, and the **Southern California District Council of Laborers** affiliated with the **Laborers' International Union of North America, AFL-CIO**, and its affiliated Local Unions, or any or all of them, hereinafter referred to as the **UNION**.

SECTION 1 - GENERAL PROVISIONS

The term Associations shall refer to the Associated General Contractors of California, Inc., and the Engineering Contractors Association.

The term Employer (or Contractor) shall refer to a person, firm or corporation party to this Agreement.

The term Union means the Southern California District Council of Laborers and its affiliated Local Unions.

The term Employee (or Employees) means the employed person or persons.

The term Workmen means persons in the Labor Market not employed. All personal nouns and pronouns refer to the male and female gender.

(a) This Agreement shall cover the CONSTRUCTION, ALTERATION, REPAIR AND DEMOLITION of tunnels, subways, shafts, raises and all underground excavations including lining of same. All open cut work shall be excluded from this Agreement including open cut work which is covered over or decked with wood, steel or other substitute material.

(b) This Agreement shall apply to any employee who performs work falling within the recognized jurisdiction of those local unions of the Laborers' International Union of North America, affiliated with the Southern California District Council of Laborers, except that this Agreement shall not apply to Superintendents, Assistant Superintendents, Civil Engineers and their helpers, Timekeepers, Confidential Help and Office Help.

(c) Geographical Coverage: This Agreement shall apply to the area generally known as the eleven Southern California Counties: namely, Los Angeles, Orange, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo and Mono. This Agreement shall also apply to the offshore islands of Southern California: namely, Richardson Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, Santa Cruz Island, Arch Rock, and any man-made or artificial islands offshore the Southern California Counties.

SECTION 2 - COVERAGE AND DESCRIPTION

This Agreement shall cover all work of construction, alteration, repair or demolition of all tunnels, shafts, raises, subways, and all underground excavations including lining of same (open cut work shall be excluded only to the extent as outlined in Section 1), which falls within the rightful jurisdiction of the Laborers' International Union of North America. Without limiting the scope of the work covered hereby it is agreed that miner's work shall include, but not be limited to the construction, laying and maintenance of all railroad track in subways and tunnels; all mining work including the manning, running and/or handling of all boring equipment, laser beams, mole machines, shields and all drilling, regardless of type or method used for work covered by this Agreement, sharpening of bits, steel nippers, dumpmen (power or manual), dry housemen, chucktenders, air tuggers, all conveyors, kemper pneumatic placer and all similar type equipment, all rock bolting and placing of rock restraining wire, setting all steel, including but not limited to placing, tying and bending of rebar, and wood supports, jacking of pipe, drilling, loading and shooting, handling of all powder, including splitting and making primers; all timbering, retimbering, whether wood or steel; all mucking and dumping; cable tenders, swamper on muck trains and timber trains; handling, installing and extending all water, air and vent lines, manning of cherry pickers while mucking; handling sponge pumps in wet headings; all caulking and guns, all concrete work, including shotcrete (or similar type), gunite and grouting, dumping of agitators; raising, setting and moving forms; handling of rods and other materials for use in reinforced concrete; stripping all forms and cleanup work; all concrete finishing; running of grout pumps and screeding of concrete; waterproofing, membrane vapor, barrier and H.D.P.E. installation.

This Agreement shall also cover miner's work on that part of the open cut excavation two diameters in front of the portal face, two diameters in back of the portal face, one diameter above the arch of the tunnel, and four diameters on each side of the center line of the tunnel where, because of the nature of the conditions encountered, it is necessary to employ special techniques used in tunnel work in order to secure the portal area preparatory to commencing underground operations. Concrete operations covered by this Agreement are those which start at the tunnel portals or at the collars of the shafts, and are carried out underground. (Diameter as used above is the specified excavated diameter of the tunnel.)

Laborers' work on construction of structures such as, but not limited to, intake or outlet structures, power houses, and penstocks outside the portal face shall be outside work, though they may lie within the area defined above, and shall not be covered by the Tunnel Agreement.

The words "alteration, repair or demolition of all tunnels" as used in the first paragraph shall apply only to miner's work on the support of, the lining of, or the structure of the tunnel itself, but not to Laborers' work on mechanical or electrical facilities, road paving (excluding inverts), tile work, or other work within the tunnel not done with tunneling methods and equipment. Once a tunnel has been completed and put into full operation for the purpose for which designed, the provisions of the Master Labor Agreement between the Southern California General Contractors and the Southern California District Council of Laborers shall apply.

Swampers on moving trains shall be employees under this Agreement.

All classifications listed in this Agreement which are not listed under this Section shall be included in the coverage and description of work just as though incorporated in full in this Section.

Any Contractor not signatory to both the Laborers' Tunnel Agreement and the Master Labor Agreement agrees that whenever work is performed which is covered by the terms of the Laborers' Master Labor Agreement for the Eleven Southern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the individual Contractor.

SECTION 3 - SUBCONTRACTORS

The terms and conditions of this Agreement insofar as it affects Employer and the individual employer shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such individual employer on any work covered by this Agreement to be performed at the jobsite or job yard, and said subcontractor with respect to such work shall be considered the same as an individual employer covered hereby.

SECTION 17 - HOURS, OVERTIME RATES, AND WORKING CONDITIONS

A. Eight (8) hours of actual work between 6:00 A.M. and 5:00 P.M., excluding meal hour, shall constitute a regular day's work at straight time rates, except on shift work as hereinafter provided.

B. The regular work week shall be Monday 6:00 a.m. through Friday 5:00 p.m., at straight time.

C. Shift Work. When two (2) or more shifts are employed for five (5) or more consecutive days, eight (8) hours of actual work shall constitute a day's work for which eight (8) hours at the straight time rate shall be paid. This includes heading crews, concrete crews, bull gang and dump men, retimbermen or any other crew doing work which comes within the jurisdiction of the Union.

When one heading is working on a shift basis then the other heading shall be considered as working on a shift basis.

Shifts must run for five (5) consecutive days or more before the job is to be considered as running on shift work basis. There shall be no split shifts. The hours of work shall be reckoned by the day and the half-day, regardless of the reason for the suspension or interruption of work.

All employees working in the tunnel, subway, shaft, raise, etc., and the primer housemen, dump men, and members of the Bull Gang working on the construction, repair and maintenance of the track to the dump, and all work outside the tunnel, subway, shaft, raise, etc., of loading and unloading steel, timber, rails, or other materials to be used inside the tunnel, subway, shaft, raise, etc., or construction, repair or demolition of said tunnel, subway, shaft, raise, etc., shall come under the Tunnel Agreement and shall work under the tunnel shift conditions (either single or multiple), but nothing herein provided shall preclude the concurrent operation of a separate day shift under separate supervision on work performed outside the tunnel pursuant to the Laborers Master Agreement.

The Employer will assign at least one swamper to each two (2) loaded, moving muck trains, who may be assigned to other duties when muck trains are not in operation.

Shifter: The Contractor who employs men in a tunnel shall employ a shifter, covered by this Agreement, who shall have supervision over all employees, excluding Bull gang, pursuant to the Tunnel Master Agreement. Shifters may perform work at the discretion of the employer.

Supervisory personnel excluded from this Agreement shall not perform any work in any classification covered by this Agreement.

Shifts shall run consecutively with not more than one hour break between shifts.